

PRICE ONE CENT.

EXTRA

PROBING.

The Fassett Committee Investigating Mayor Grant's Shrivelt.

IVINS THE INQUISITOR

Huge Stacks of Books Submitted in Evidence.

The Cities Committee of the State Senate met again this morning in Part II. of the Superior Court, and a subpoena had been issued to Mayor Grant, directing him to produce the books kept by him while Sheriff, lots of fun was anticipated and the court-room was crowded with minor politicians and curious people.

Chairman J. Sloat Fassett was on hand early, accompanied by Senators Deane and McNaughton, of Rochester; Stewart and Ahearn, of New York, and Birkett, of Brooklyn.

Ex-Chamberlain Ivins, the great professional reformer and investigator of his political opponents, was present and very busy. He fitted from man to man on the committee, but it was noticeable that the two Democratic Senators, Ahearn and McNaughton, were omitted by him in his consultations.

Mr. Ivins laughed at Corporation Counsel Clark's letter to Comptroller Meyers, advising him to collect from Mr. Ivins the \$35,000 which the latter received in fee while Chamberlain.

Mr. Ivins said he had been the custom for the Chamberlain to retain the fees. They belong to him and not to the city. The question was first raised by George W. Lane, President of the Chamber of Commerce, after Peter B. Sweeney ran away, and it was decided then that the fees belonged to the Chamberlain.

"Every Corporation Counsel since has given the same opinion. If the Court of Appeals says otherwise I will turn over the money, not before."

Sheriff Flack's private counsel, Mr. Tims, watched the proceedings to-day. Shortly before 11 o'clock a procession of employees of the Sheriff's office filed into the scene of the investigation, each man carrying a big leather-bound tome. The whole constituted the Sheriff's accounts under Hugh J. Grant, and when stacked up they formed two columns, each nearly six feet tall.

The handsome Mayor, supported by W. Bourke Cockran, entered a moment later.

"Old Hickory" McNaughton, who has a long head and a clear conscience, declared jealously to THE EVENING WORLD reporter that the committee had come to investigate the Democratic party, and he believed that party, especially so far as Sheriff Grant's administration was concerned, could stand it admirably.

Mr. Ivins opened the proceedings as examiner by saying that he proposed to look into the administration of the Sheriff's office at some other session, to ascertain if it were not advisable to make the Sheriff's office a salaried office, rather than a fee office.

He was interrupted by Senator McNaughton, who eyed the two towers of leather-bound books and offered the suggestion that as the Sheriff was a county officer, provided for by the Constitution, he should be paid by the county, and the committee to touch it more than that of the county in which Rochester is situated.

Chairman Fassett said that if Monroe County was governed under the supervision of the Legislature as New York is, perhaps the committee might investigate there.

Then Mayor Grant said good naturedly: "Oh, I have no objection to make at all. In fact, I will be glad to be investigated."

And Chairman Fassett said: "In view of the position of Mr. Grant, I think the committee need not pass upon the question."

Mr. Ivins resumed by asking about the pending contracts for street cleaning, and as the Mayor replied that he was waiting for an appointment with Comptroller Meyers, Mr. Ivins asked him what the Sheriff was responsible for.

"Well, I always supposed and am advised that the Sheriff is the man who sweeps out the office, who looks the door, who makes an arrest or serves a court order, who executes a commitment, who signs on an attachment or fore closure. In fact, he is responsible for any subordinate in his office."

"I think you are quite right," replied Mr. Ivins. "Now in what ways may the Mayor or his subordinates go beyond his authority?"

At this, Bourke Cockran, ever belligerent, put in that the question was silly and wasteful of time. "The Mayor could not be asked to answer questions beyond his authority."

Mayor Grant answered: "I think that is a matter for the courts to decide. I cannot expound the law governing the Mayor's office."

Mr. Ivins began again by asking what responsibilities Mr. Grant had as Sheriff growing out of that office, and on which he had been since going out of that office.

The witnesses replied that so far as he might remember, these comprised false arrests, false seizure of goods, false returns and the like.

Mr. Cockran put in that the Sheriff might be held responsible at every turn by the act of one of his subordinates, and through no willful wrongdoing of their for his own.

Grant, he had to defend the suits as Sheriff, while some of the Supreme Court Justices would not act under the law at all.

Mr. Ivins asked the Mayor what he thought that would ruin the city. If the Sheriff furnished poor bonds, made an indiscreet levy of goods or performed any other indiscretion, the city must suffer in the verdict obtained against the Sheriff's office.

Whereas, the Sheriff is, under the present system of fees, held responsible for every act of his office.

Bourke Cockran again asked plaintively what sense there was in this discussion between two men, one of whom was Mayor Grant. He thought the committee came to investigate and wanted facts.

Existing, Ivins asked the Mayor what were the gross earnings of the Sheriff's office in 1887 and 1888. The Mayor couldn't tell, but his books (pointing to the books on the floor) would show every penny.

In response to another question as to the titles and number of his employees while Sheriff, the witness said that could all be found in the City Record.

He had six deputies whom he paid for conveying prisoners. There were thirteen constables who served warrants.

Under-Sheriff John B. Sexton received a salary, and the Warden of Ludlow Street Jail and his deputies, all the passage of the act abolishing imprisonment for debt, were also salaried.

"The general deputies paid a counsel \$35 a month each, or they agreed to," said the Mayor, smilingly.

"I understood they sometimes—well, anyway, when the counsel was short, I paid him some money."

"No, I don't say that. He ought to, but I don't know whether he got it or not."

"Did you divide any of the fees with the deputies?"

"No, I divided the poundage with them. You will find it all in the 'red book.'"

To Chairman Fassett the witness explained that the deputies gave bonds; none of the others did.

"Were there ever any payments of \$500 or \$1,000 on such a matter, of which the Mayor's name was on your books?" asked Mr. Ivins.

"Yes, I presume there were," replied the ex-Sheriff. "Why should I keep a record of such things? I should have, but that was all there was to it. I wanted no record."

On the fee system the Mayor said that when he became Sheriff he had drawn up a schedule of fees according to the system then in vogue, and that schedule was posted up in the office with instructions that no deputy should ever make nor no other money collected by the deputies.

"When I entered the office there had been some scandal connected with it. I set out to reform it so far as I was able. I reduced the number of deputies from forty-two to thirty."

"Why did you reduce the number of deputies?"

"Because there was not work enough to keep forty-two, and there was more to do than to keep the books. I reduced the number of deputies to thirty."

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WAS SHE BURNED BY DESIGN?

A Blind Woman's Terrible Death After Weeks of Agony.

Brooklyn's Coroner Suspicious that Mrs. Hudson Was Murdered.

Coroner Rooney, of Brooklyn, is to-day investigating the death of Mrs. Mary Hudson, a blind woman, thirty years of age, from the effects of burns received Feb. 27. She died yesterday at the City Hospital. She had been in that institution since the day she was burned, but the hospital authorities did not notify the Coroner, and therefore no ante-mortem statement was obtained.

Mrs. Hudson lived in three rooms in the rear portion of the first floor of 914 Pacific street, with her sister, Annie Dillon. Mrs. Hudson's husband is a lack-driver, who had her six months ago when she became blind.

In the evening of Feb. 27, Policeman Sima was called to the apartments, and on entering found the blind woman enveloped in flames, and screaming loudly for help. She was lying on a table, the lamp stood burning on a table nearby, but not until the poor woman's sides, breast and back were literally roasted, and strips of burned and shriveled skin were torn off her arms, hands and other portions of her body.

Annie Dillon told her brother that her blind sister had set her apron on fire while endeavoring to light a lamp with a piece of paper ignited in the cook-stove, and that she had endeavored to prevent her sister's clothing from burning by sprinkling water on it from a pail.

The officer said he found that the fire in the stove had gone out. There was no burned or charred paper in the room, the lamp stood burning on a table nearby, and there were no evidences of any water having been thrown upon the woman or spilled upon the floor, facts which the coroner's jury will take into consideration.

It is also learned that when Mrs. Hudson's father died a year or so ago he left her and her sister Annie \$25 each. Annie, who has but recently been released from confinement for drunkenness, sent her allowance, and her sister's money has been with the exception of \$16, been drawn out of the Brooklyn Savings Bank by Annie.

On the fee system the Mayor said that when he became Sheriff he had drawn up a schedule of fees according to the system then in vogue, and that schedule was posted up in the office with instructions that no deputy should ever make nor no other money collected by the deputies.

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ANTHROPOLOGICAL RESERVE.

Judge Thayer Refuses to Enjoin Shortstop Hallman.

JOY IN THE PLAYERS' LEAGUE

Forcible Points from the Clearly Written Opinion.

PHILADELPHIA, March 15.—In a long and carefully prepared opinion, Judge Thayer, of the Court of Common Pleas, this morning sustained the demurrer against granting of an injunction to restrain Shortstop William Hallman from playing with any other club than the Philadelphia National League Baseball Club.

The judge then took up paragraph 18 of the League contract containing the "reserve" clause on which the suit is based.

A careful reading of the paragraph, he said, disclosed that there was nothing whatever contained in it to bind the player to sign another contract.

All that was required was that the Club should have the privilege of reserving him for another year.

Upon that point?

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OUT OF JAIL.

Napoleon Ives's Partner, Stayner, Produces Bondsman.

DOORS STILL SHUT ON IVES.

Their Millions of Debts Scaled Down to a Nickel on a Dollar.

George H. Stayner, partner of Henry S. Ives, secured bail to-day on the eight criminal indictments on file charging him with felony, and was released late this afternoon. Bail was fixed at \$25,000 in the case of each of the men on the application of Ezra Johnston, of the firm of Hoadly, Lauterbach & Johnston, by Judge Martineau. It was the first time bail had been fixed in these proceedings.

The District Attorney consented to the fixing of bail at the sum mentioned. As soon as this had been done bondsmen presented themselves and qualified.

George H. Stayner, Jr., a son of the prisoner, went on his father's bond. He gave his residence as 333 Clifton avenue, Brooklyn, where his father also resided, and justified as the owner of the property valued at \$95,000 and mortgaged for \$59,000.

Caleb H. Gildersleeve was accepted as another surety, by showing himself to be possessed of the properties, 240 West Seventeenth street and 421 and 425 West Twenty-seventh street, valued in the aggregate at \$25,000 clear of all encumbrances.

"Napoleon of Finance" Ives and his partner, George H. Stayner, have made settlement with their creditors, on the basis of the payment of five cents on the dollar, on which Judge Andrews granted an order reducing their bail from \$25,000 to \$5,000 apiece.

There are eight indictments against each of them, but no bail has ever been fixed in these cases, as at the time of their indictment they were under heavy bail in the civil suits, and Ludlow Street Jail offered so many more attractions than the County Jail that they had no desire to leave the city.

The fact is that paragraph 18 does not make any contract whatever, but only stipulates that Hallman shall sign a subsequent contract, and that the Club should have the privilege of reserving him for another year.

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DEATH IN THE LANDSLIDE.

Sleeping Families Overwhelmed in Their Homes at Troy.

Three Killed Outright and Others Badly Injured.

(SPECIAL TO THE EVENING WORLD.)
TROY, March 15.—A terrible landslide occurred in the southern part of the city this morning, with fatal results. The killed are:

ANNE BURNS, aged eleven, neck broken.
Mrs. JOSEPHINE HOGAN, aged forty, crushed.
Mrs. JOHANNAR NOOKAN, aged seventy, crushed.

The injured are:

PATRICK CANTFIELD, Jr., and wife, bruised.
PATRICK CANTFIELD, Sr., and wife, cut and bruised.
JOHN AHEARN, wife and three children, cut and bruised.

The house in which the above families lived stood at the foot of an immense hill of clay on Havenman avenue.

It was a double brick house.

The incessant rains of the past few days loosened the clay, and at 2 o'clock this morning a portion of the hill came down against the house with a terrible crash.

The slide started about five hundred feet above the building and was one hundred feet wide.

At the foot of the hill the clay is piled fifty feet high.

The people were asleep in the house and knew nothing of their danger until they found themselves buried beneath the mud and the broken timbers of their dwelling.

The house was torn from its foundation, carried into the street and crushed into a shapeless mass.

The only portion of the building visible is a part of the roof.

The slide came against a large brick house on the opposite side of the street and was stopped, thus preventing a terrible destruction of life.

A small house, a few feet south of the one destroyed, was taken from its foundation and carried several feet and crushed.

It was occupied by James Lawtonson and family, who escaped with slight injuries.

The side of the house had to be cut away before they could be rescued.

Annie Burns was sleeping with two younger brothers, and when the crash came a large timber struck her on the neck, breaking it and killing her instantly.

Her little brothers escaped with their lives, and some time later were dug out but slightly injured.

Mrs. Noonan had been an invalid for some time, and yesterday it was believed she was dying.

She was crushed and mangled beyond recognition.

She was sleeping with her daughter, Mrs. Hogan, who was also crushed to death.

Mrs. Hogan's body was dug out of the ruins this forenoon.

Patrick Cantfield, Jr., was thrown from his bed into the street and buried waist deep in the clay.

His wife was pinned down by falling timbers.

She held a seven-months-old babe in her arms, which she passed out through a hole in the roof cut by the police.

The child was unharmed. Mrs. Cantfield was seriously injured and it is feared she will die from the shock.

The Ahearns lived on an upper floor, and the wife and three children were thrown to the first floor with great violence and were buried beneath the debris of broken timbers, furniture and earth.

Their escape from instant death was miraculous.

The cries and moans of the imprisoned people were pitiful to hear.

It was impossible to make any speed in digging them out, owing to the tenacity of the clay, and it was hours before they were all rescued.

The Fire Department was called out and the firemen worked bravely to rescue the unfortunate ones. The scene was visited by thousands to-day.

A similar slide occurred near the spot Oct. 17, 1888, when the Provincial Seminary, then in course of construction, was buried and was never dug out.

It is a dangerous place, and a fearful landslide has been anticipated for years.

RAMPANT SOUTHERN RIVERS.

The Perilous Situation Along the Mississippi Yet Continues.

Wretched Caves and Work on the Levees at New Orleans.